

AFFIDAVIT

State of Indiana

County of Hamilton

NAME OF INSURED: SHENOUDA HENIN
HANAN ENDRAWES

POLICY NUMBER: F2975595

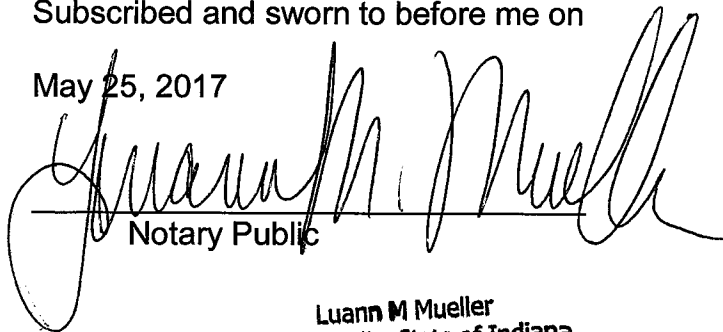
POLICY DATES: 04-22-2016 TO 04-22-2017

Wade Duncan being duly sworn on oath says he is an archivist of
SAFECO Insurance Company of Illinois and that he has compared the
attached copies of the insurance policy number listed above and
endorsements with the original records of the policy of insurance and
endorsements contained in the Company's files and that the same is a
true and exact recital of all the provisions in the said original policy and
endorsements attached thereto.



Subscribed and sworn to before me on

May 25, 2017


Notary Public

Luann M Mueller
Notary Public, State of Indiana

SEAL
Marion County
Commission # 624064
My Commission Expires
February 2, 2019

ACG SOUTH INSURANCE AGENCY LLC
PO BOX 31087
TAMPA FL 33631-3087

April 17, 2016

Policy Number: F2975595

24-Hour Claims: 1-800-332-3226

Policy Service: 1-800-891-4222

Online Account Services: www.safeco.com

**THIS IS NOT A BILL.
IDENTIFICATION CARDS ENCLOSED**

SHENOUDA HENIN
HANAN ENDRAWES
797 DOVER GLEN DR
ANTIOCH TN 37013-1863

Thank you for allowing us to continue serving your insurance needs.

To ensure you are receiving the best coverage and value available, the following changes have been made to your 12-month automobile policy, including those requested by you or your agent or broker.

2007 HONDA ODYSSEY EXL

- Vehicle replaces your 2005 TOYOTA CAMRY LE/XLE/SE.

This change is effective April 15, 2016. Please place this letter with your insurance policy. Information on coverages and limits can be found on the revised Declarations page, enclosed.

The credit for this change is \$93.86. The billing for this amount will be explained on your next billing statement.

If you have any questions or wish to make any changes to your policy, you can do so by calling your agent at 1-800-891-4222.

We appreciate the opportunity to serve you. Thank you.

Personal Lines Underwriting

**SAFECO INSURANCE COMPANY OF ILLINOIS
AUTOMOBILE POLICY DECLARATIONS**

NAMED INSURED:
SHENOUDA HENIN
HANAN ENDRAWES
797 DOVER GLEN DR
ANTIOCH TN 37013-1863

POLICY PERIOD FROM: APR. 22 2016
TO: APR. 22 2017

at 12:01 A.M. standard time at
the address of the insured as
stated herein.

AGENT:
ACG SOUTH INSURANCE AGENCY LLC
PO BOX 31087
TAMPA FL 33631-3087

AGENT TELEPHONE:
1-800-891-4222

RATED DRIVERS	SHENOUDA HENIN, HANAN ENDRAWES		
2007 HONDA	ODYSSEY EXL	4 DOOR VAN	ID# 5FNRL386X7B003573
2005 TOYOTA	CAMRY LE/XLE/SE	4 DOOR SEDAN	ID# 4T1BE32K05U388420

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2007 HOND LIMITS	PREMIUMS	2005 TOYT LIMITS	PREMIUMS
LIABILITY:				
BODILY INJURY	\$50,000 Each Person \$100,000 Each Occurrence	\$ 127.30	\$50,000 Each Person \$100,000 Each Occurrence	\$ 146.10
PROPERTY DAMAGE	\$50,000 Each Occurrence	174.30	\$50,000 Each Occurrence	198.00
MEDICAL PAYMENTS	\$1,000	18.90	\$1,000	27.20
UNINSURED MOTORISTS:				
BODILY INJURY	\$50,000 Each Person \$100,000 Each Accident	37.30	\$50,000 Each Person \$100,000 Each Accident	37.30
PROPERTY DAMAGE	\$25,000 Each Accident Less \$200 Deductible	25.00	\$25,000 Each Accident Less \$200 Deductible	25.00
COMPREHENSIVE	Actual Cash Value Less \$500 Deductible	103.00	Actual Cash Value Less \$500 Deductible	90.10
COLLISION	Actual Cash Value Less \$500 Deductible	279.80	Actual Cash Value Less \$500 Deductible	336.20
ADDITIONAL COVERAGES:				
LOSS OF USE	\$35 Per Day/\$1050 Max	18.50	\$35 Per Day/\$1050 Max	16.30
TOTAL		\$ 784.10	TOTAL	\$ 876.20

TOTAL EACH VEHICLE: 2007 HOND \$ 784.10
2005 TOYT 876.20

PREMIUM SUMMARY
VEHICLE COVERAGES \$ 1,660.30
DISCOUNTS & SAFECO SAFETY REWARDS You saved \$514.20
TOTAL 12 MONTH PREMIUM FOR ALL VEHICLES \$ 1,660.30

-CONTINUED-

**SAFECO INSURANCE COMPANY OF ILLINOIS
AUTOMOBILE POLICY DECLARATIONS
(CONTINUED)**

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay, Annual 2-Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:
\$2.00 per installment for recurring automatic deduction (EFT)
\$5.00 per installment for recurring credit card or debit card
\$5.00 per installment for all other payment methods

YOU SAVED \$514.20 BY QUALIFYING FOR THE FOLLOWING DISCOUNTS:

- Anti-Theft
- Advance Quoting
- Accident Free
- Violation Free
- Coverage
- Homeowners
- Multi-Car

3732X

ACG SOUTH INSURANCE AGENCY LLC
PO BOX 31087
TAMPA FL 33631-3087

March 13, 2016

Policy Number: F2975595

24-Hour Claims: 1-800-332-3226

Policy Service: 1-800-891-4222

Online Account Services: www.safeco.com

**THIS IS NOT A BILL.
IDENTIFICATION CARDS ENCLOSED**

SHENOUDA HENIN
HANAN ENDRAWES
797 DOVER GLEN DR
ANTIOCH TN 37013-1863

Thank you for allowing Safeco to continue serving your auto insurance needs. We appreciate your business and the trust that you have placed in us.

With this renewal the following changes were made, including those requested by you or your agent or broker:

Your discounts or surcharges have changed. Please read the enclosed policy declarations page carefully.

Please place the enclosed insurance identification cards in the vehicle listed on the card.

Your new 12-month policy period will begin on April 22, 2016. Your policy will renew automatically if you continue to pay the premium. The renewal premium is:

\$1,632.00 if you pay in full or use the 2-pay billing plan (includes a \$120.40 billing plan discount)

\$1,752.40 if you use the monthly or 4-pay billing plan

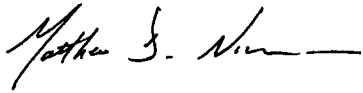
This is not a bill. Your bill will be sent separately about 25 days before it is due. It will provide more information about amounts you may pay and your payment due date. For more information about fees, please see the enclosed policy declarations page and the back of your billing statement.

If you have any questions or wish to make any changes to your policy, you can do so by calling your independent Safeco agent at 1-800-891-4222.

PLEASE SEE REVERSE

SAFECO INSURANCE COMPANY OF ILLINOIS

Thank you for entrusting us with your insurance needs.

A handwritten signature in black ink, appearing to read "Matthew D. Nickerson", followed by a horizontal line.

Matthew D. Nickerson
President, Safeco Insurance

3734X

Disclosure to Safeco Policyholders Regarding Medical Payments

In most states, including those listed below, Safeco will pay or reimburse a Medical Provider's charge for medical treatment, medical service, medication or prosthesis covered by the Medical Payments or Personal Injury Protection coverage provided by your auto policy by paying (subject to applicable policy limits) the lowest of (a) the billed charge, (b) the 80th percentile charge indicated by the FAIRHealth medical-charge database for similar services in the same geographic area, (c) the amount authorized by a state mandated fee schedule or by another applicable law or regulation, or (d) the amount authorized by a written preferred-provider network or organization agreement to which the Medical Provider is a party. Safeco pays claims in this manner to comply with state regulations and policy language and to conserve insureds' limited PIP and MedPay benefits.

This disclosure applies to personal auto policies issued in Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Ohio, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Wisconsin and Wyoming.

"Safeco" means Safeco Insurance Company of America, Safeco Insurance Company of Illinois, Safeco Insurance Company of Indiana, Safeco Insurance Company of Oregon, Safeco National Insurance Company, Safeco Surplus Lines Insurance Company, General Insurance Company of America, First National Insurance Company of America, American States Insurance Company, American States Preferred Insurance Company, and American Economy Insurance Company.

"Medical Provider" means any hospital, clinic, pharmacy, physician, physician's assistant, chiropractor, nurse, nurse practitioner, emergency medical technician, and/or any other person or entity who claims or claimed a right to payment for providing medical treatment, medical services, medication, or prosthesis for an injury covered by the Medical Payments or Personal Injury Protection coverage provided by your auto policy.

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Consumer Privacy Statement

Safeco appreciates the trust you place in us when you purchase insurance from one of our companies. We are committed to protecting your nonpublic personal information ("personal information") and we value you as a customer.

To learn more about how Safeco collects and uses your personal information, please read the following notice.

Safeco's sources of information about you

We collect personal information about you from different sources, including:

- The information you provide on applications or other forms (such as your name, address and Social Security number);
- Your transactions with us, our affiliates or others (such as your payment history and claims information);
- The information we receive from a consumer reporting agency or insurance support organization (such as your credit history, driving record or claims history); and
- Your independent insurance producer (such as updated information pertaining to your account).

Safeco's use of your personal information

We only disclose personal information about our customers and former customers as permitted by law. Generally, this includes sharing it with third parties to administer your transactions with us, service your insurance policy or claim, detect and prevent fraud, or with your authorization. These third parties may include independent insurance producers authorized to sell Safeco insurance products, independent contractors (such as automobile repair facilities and property inspectors), independent claims representatives, insurance support organizations, other insurers, auditors, attorneys, courts and government agencies. We may also disclose your personal information to other financial institutions with whom we have joint marketing agreements. When we disclose your information to these individuals or organizations, we require them to use it only for the reasons we gave it to them.

We may also share information about our transactions (such as payment history and products purchased) and experiences with you (such as claims made) within our Safeco family of companies.

Safeco does not sell your personal information to others and we do not provide your information to third parties for their own marketing purposes.

Independent Safeco Insurance Agents

The independent insurance agents authorized to sell Safeco products are not Safeco employees and not subject to Safeco's Privacy Policy. Because they have a unique business relationship with you, they may have additional personal information about you that Safeco does not have. They may use this information differently than Safeco. Contact your Safeco distributor to learn more about their privacy practices.

Information about Safeco's web site

If you have internet access and want more information about our web site specific privacy and security practices, click on the Privacy Policy link on www.safeco.com.

Protecting your personal information from unauthorized access

We maintain physical, electronic and procedural safeguards to protect your personal information. Our employees are authorized to access customer information only for legitimate business purposes.

State Privacy Laws

This privacy statement may be supplemented by privacy laws in your state. We will protect your information in accordance with state law.

This Privacy Statement applies to the following members of the Safeco family of companies:

**American Economy Insurance Company
American States Insurance Company
American States Insurance Company of Texas
American States Lloyds Insurance Company
American States Preferred Insurance Company
First National Insurance Company of America
General Insurance Company of America
Insurance Company of Illinois
Safeco Insurance Company of America
Safeco Insurance Company of Illinois
Safeco Insurance Company of Indiana
Safeco Insurance Company of Oregon
Safeco Lloyds Insurance Company
Safeco National Insurance Company
Safeco Surplus Lines Insurance Company**

3736X

**SAFECO INSURANCE COMPANY OF ILLINOIS
AUTOMOBILE POLICY DECLARATIONS**

NAMED INSURED:
SHENOUDA HENIN
HANAN ENDRAWES
797 DOVER GLEN DR
ANTIOCH TN 37013-1863

RENEWAL

POLICY PERIOD FROM: APR. 22 2016
TO: APR. 22 2017

at 12:01 A.M. standard time at
the address of the insured as
stated herein.

AGENT:
ACG SOUTH INSURANCE AGENCY LLC
PO BOX 31087
TAMPA FL 33631-3087

AGENT TELEPHONE:
1-800-891-4222

RATED DRIVERS	SHENOUDA HENIN, HANAN ENDRAWES		
2005 TOYOTA	CAMRY LE/XLE/SE	4 DOOR SEDAN	ID# 4T1BE32K25U064224
2005 TOYOTA	CAMRY LE/XLE/SE	4 DOOR SEDAN	ID# 4T1BE32K05U388420

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2005 TOYT LIMITS	PREMIUMS	2005 TOYT LIMITS	PREMIUMS
LIABILITY:				
BODILY INJURY	\$50,000 Each Person \$100,000 Each Occurrence	\$ 146.10	\$50,000 Each Person \$100,000 Each Occurrence	\$ 146.10
PROPERTY DAMAGE	\$50,000 Each Occurrence	198.00	\$50,000 Each Occurrence	198.00
MEDICAL PAYMENTS	\$1,000	27.20	\$1,000	27.20
UNINSURED MOTORISTS:				
BODILY INJURY	\$50,000 Each Person \$100,000 Each Accident	37.30	\$50,000 Each Person \$100,000 Each Accident	37.30
PROPERTY DAMAGE	\$25,000 Each Accident Less \$200 Deductible	25.00	\$25,000 Each Accident Less \$200 Deductible	25.00
COMPREHENSIVE	Actual Cash Value Less \$500 Deductible	90.10	Actual Cash Value Less \$500 Deductible	90.10
COLLISION	Actual Cash Value Less \$500 Deductible	336.20	Actual Cash Value Less \$500 Deductible	336.20
ADDITIONAL COVERAGES:				
LOSS OF USE	\$35 Per Day/\$1050 Max	16.30	\$35 Per Day/\$1050 Max	16.30
TOTAL		\$ 876.20		\$ 876.20

TOTAL EACH VEHICLE: 2005 TOYT \$ 876.20
2005 TOYT 876.20

PREMIUM SUMMARY
VEHICLE COVERAGES \$ 1,752.40
DISCOUNTS & SAFECO SAFETY REWARDS You saved \$541.60
TOTAL 12 MONTH PREMIUM FOR ALL VEHICLES \$ 1,752.40

IF YOU PAY IN FULL OR USE THE 2-PAY PLAN, THE PREMIUM WILL BE REDUCED TO \$ 1,632.00*

-CONTINUED-

**SAFECO INSURANCE COMPANY OF ILLINOIS
AUTOMOBILE POLICY DECLARATIONS**

(CONTINUED)

*This includes the available \$120.40 billing plan discount.

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay, Annual 2-Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:

\$2.00 per installment for recurring automatic deduction (EFT)
\$5.00 per installment for recurring credit card or debit card
\$5.00 per installment for all other payment methods

YOU SAVED \$541.60 BY QUALIFYING FOR THE FOLLOWING DISCOUNTS:

Anti-Theft
Advance Quoting
Accident Free
Violation Free
Coverage
Homeowners
Multi-Car

3737X

IMPORTANT NOTICE

Dear Tennessee Policyholder:

Your Safeco agent is a professional Independent Insurance Agent. If you have specific questions about your policy, YOU MAY DIRECT THEM TO THE AGENT at the address or phone number shown on the Declarations, Statement of Coverage or Extension Certificate.

**Safeco Insurance Company of America
Safeco Insurance Company of Illinois
Safeco National Insurance Company
General Insurance Company of America
First National Insurance Company of America**

**Regional Office
P.O. Box 100027
Duluth, GA 30096-9427**

**Safeco Contact Center
1-800-332-3226**

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TENNESSEE ESSENTIAL PERSONAL AUTO POLICY

SAFECO INSURANCE COMPANY OF ILLINOIS
Home Office: 2815 Forbs Ave, Suite 200, Hoffman Estates, Illinois 60192
Regional Office: 2055 Sugarloaf Circle, Duluth, Georgia 30097-4932
Telephone Number: (678) 417-3000

(A stock insurance company.)

READY REFERENCE TO YOUR AUTO POLICY

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Roadside Assistance Coverage
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Full Safety Glass Coverage

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AGREEMENT

In return for your payment of all premiums, and in reliance upon the statements in the application we agree to insure you subject to the terms, conditions and limitations of this policy. We will insure you for the coverages and limits shown on the Declarations. Your policy consists of the policy contract, Declarations and endorsements applicable to the policy.

DEFINITIONS

A. Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in the Declarations;
2. The spouse if a resident of the same household;
3. The civil partner, if a resident of the same household, by civil union licensed and certified by the state; or
4. The **domestic partner**, if a resident of the same household;

"**Domestic partner**" means a person living as a continuing partner with you and:

- (a) is at least 18 years of age and competent to contract;
- (b) is not a relative; and
- (c) shares with you the responsibility for each other's welfare, evidence of which includes:
 - (1) the sharing in domestic responsibilities for the maintenance of the household; or
 - (2) having joint financial obligations, resources, or assets; or
 - (3) one with whom you have made a declaration of domestic partnership or similar declaration with an employer or government entity.

Domestic partner does not include more than one person, a roommate whether sharing expenses equally or not, or one who pays rent to the named insured.

B. "We," "us" and "our" refer to the Company, as shown in the Declarations providing this insurance.

C. For purposes of this policy, a private passenger auto shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least six months.

D. Throughout the policy, "**minimum limits**" refers to the following limits of liability required by Tennessee law to be provided under a policy of automobile liability insurance:

1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to **bodily injury**;
2. \$15,000 for each accident with respect to **property damage**; or
3. If Combined Single Limit applies to the policy, \$60,000 per accident.

Other words and phrases are defined. They are in bold type when used.

E. "**Bodily injury**" means bodily harm, sickness or disease, including death that results.

F. "**Business**" includes trade, profession or occupation.

G. "**Diminution in value**" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

H. "**Family member**" means a person related to you by blood, marriage, civil union, domestic partnership or adoption who is a resident of your household. This includes a ward or foster child who is a resident of your household.

I. "**Fungi**" means any type or form of fungus, including yeast, mold or mildew, blight or mushroom and any mycotoxins, spore, scents or other substances, products or byproducts produced, released by or arising out of **fungi**, including growth, proliferation or spread of **fungi** or the current or past

presence of **fungi**. However, this definition does not include any **fungi** intended by the **insured** for consumption.

- J. **"Occupying"** means in; upon; or getting in, on, out or off.
- K. **"Property damage"** means physical injury or destruction of tangible property including loss of use.
- L. **"Punitive or exemplary damages"** include damages which are awarded to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a statutory penalty, and damages which are awarded for any purpose other than as compensatory damages for **bodily injury or property damage**.
- M. **"Trailer"** means a vehicle designed to be pulled by a:
 - 1. Private passenger auto; or
 - 2. Pickup, van or motorhome.

It also means a recreational camping vehicle, a farm wagon or farm implement while towed by a vehicle listed in M.1. or M.2. above.

- N. **"Your covered auto"** means:
 - 1. Any vehicle shown in the Declarations.
 - 2. a. Any newly acquired vehicle, whether operational or not, on the date you become the owner, subject to conditions for **Newly Acquired Replacement Vehicle** and **Newly Acquired Additional Vehicle** under N.2.b. below. Any newly acquired vehicle must be of the following types:
 - (1) a private passenger auto;
 - (2) a pickup or van that:
 - (a) has a Gross Vehicle Weight Rating of 12,000 lbs or less; and
 - (b) is not used for the delivery or transportation of goods and materials unless such use is:
 - i. incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
 - ii. for farming or ranching; or
 - (3) a motorhome or **trailer**.
 - b. A newly acquired vehicle is subject to the following conditions:
 - (1) **Newly Acquired Replacement Vehicle**. If the vehicle you acquire replaces one shown in the Declarations, the replacement vehicle will have the same coverage as the vehicle it replaced, other than Part D — Coverage for Damage to Your Auto. This provision applies only if there is no other insurance policy that provides coverage for that replacement vehicle.

Part D — Coverage for Damage to Your Auto shall apply for the first thirty (30) days after you acquire the vehicle, including the date of acquisition, only to the extent Part D — Coverage for Damage to Your Auto applied to the vehicle being replaced. You must notify us within thirty (30) days after you acquire the replacement vehicle for Part D — Coverage for Damage to Your Auto to continue.
 - (2) **Newly Acquired Additional Vehicle**. For any newly acquired vehicle that is in addition to any shown in the Declarations coverage shall apply for the first thirty (30) days after you acquire the vehicle, including the date of acquisition. Coverage shall be the broadest coverage we provide for any vehicle shown in the Declarations. This coverage applies only if:
 - (a) you acquire the additional vehicle during the policy period shown on the Declarations; and
 - (b) there is no other insurance policy that provides coverage for the additional vehicle.

If you wish to add or continue coverage you must ask us to insure the additional vehicle within thirty (30) days after you acquire the additional vehicle. This thirty (30) days of coverage includes the day you acquire the vehicle.

- (3) Collision Coverage for a newly acquired vehicle begins on the date that you acquire the vehicle. However, if the Declarations does not indicate that Collision Coverage applies to at least one vehicle, you must ask us to insure the newly acquired vehicle within four (4) days after you acquire it. If a loss occurs during the four (4) days after you acquire the vehicle but before you asked us to insure the newly acquired vehicle, a \$500 collision deductible will apply.
 - (4) Comprehensive Coverage for a newly acquired vehicle begins on the date that you acquire the vehicle. However, if the Declarations does not indicate that Comprehensive Coverage applies to at least one vehicle, you must ask us to insure the newly acquired vehicle within our (4) days after you acquire it. If a loss occurs during the four (4) days after you acquire the vehicle but before you asked us to insure the newly acquired vehicle, a \$500 comprehensive deductible will apply.
3. Any auto or **trailer** you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
- a. breakdown;
 - b. repair;
 - c. servicing;
 - d. loss; or
 - e. destruction.

This provision (N.3.) does not apply to Coverage for Damage to Your Auto.

PART A — LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay damages for **bodily injury** or **property damage** for which any **insured** becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.
- B. "Insured" as used in this Part means:
1. You or any **family member** for the ownership, maintenance or use of any auto or **trailer**.
 2. Any person using **your covered auto** with your express or implied permission. The actual use must be within the scope of that permission.
 3. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under B.1. and B.2. above.
 4. For any auto or **trailer**, other than **your covered auto**, any other person or organization but only with respect to legal responsibility for acts or omissions of you or any **family member** for whom coverage is afforded under this Part. This provision (B.4.) applies only if the person or organization does not own or hire the auto or **trailer**.

INTEREST ON JUDGMENTS

We will pay interest on judgments subject to all of the following:

1. Any notice, demand, summons, judgment, or any process has been promptly forwarded to us as required by the policy conditions.
2. We accept the defense or agree to the judgment.
3. We will pay the interest on that part of the judgment that is covered and that does not exceed our applicable limit of liability.

4. We will pay interest that accrues after entry of judgment and before we pay, tender, or deposit in court.
5. If we appeal the judgment, we will pay interest on the entire judgment.
6. Post-judgment interest is in addition to the applicable limit of liability.
7. Where we are required to cover prejudgment interest, it shall be included in the limit of liability and is not an additional amount of insurance.

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an **insured**:

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **bodily injury** or **property damage** covered under this policy. We are not obligated to apply for or furnish such bonds.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
4. Other reasonable expenses incurred at our request.
5. All expenses incurred by an **insured** for first aid to others at the time of the auto accident, not to exceed \$10,000.

EXCLUSIONS

A. We do not provide Liability Coverage for:

1. Any **insured** who intentionally causes **bodily injury** or **property damage** even if such **bodily injury** or **property damage** is of a different kind or degree than expected or intended, or such **bodily injury** or **property damage** is sustained by a different person or persons than expected or intended.
2. **Property damage** to property owned or being transported by any **insured**.
3. **Property damage** to property:
 - a. rented to;
 - b. used by; or
 - c. in the care of;any **insured**.

This exclusion (A.3.) does not apply to **property damage** to a residence or private garage.

4. **Bodily injury** to an employee of any **insured** during the course of employment. This exclusion (A.4.) does not apply to **bodily injury** to a domestic employee unless workers compensation benefits are required or available for that domestic employee.
5. Any **insured's** liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This exclusion (A.5.) does not apply to a share-the-expense car pool.
6. Any **insured** using any vehicle while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an **insured's business**.
7. a. Any **insured** while employed or otherwise engaged in the **business** of:
 - (1) selling;
 - (2) repairing;
 - (3) servicing;
 - (4) storing; or
 - (5) parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery.

- b. This exclusion (A.7.) does not apply to the ownership, maintenance or use of **your covered auto** by:
 - (1) you;
 - (2) any **family member**; or
 - (3) any partner, agent or employee of you or any **family member**.
 - 8. Any **insured** maintaining or using any vehicle while that **insured** is employed or otherwise engaged in any **business** (other than farming or ranching) not described in Exclusions A.6. or A.7. This exclusion (A.8.) does not apply to the maintenance or use of a:
 - a. private passenger auto;
 - b. pickup, motorhome or van that:
 - (1) you own; or
 - (2) you do not own while used as a temporary substitute for **your covered auto** which is out of normal use because of its:
 - (a) breakdown;
 - (b) repair;
 - (c) servicing;
 - (d) loss; or
 - (e) destruction; or
 - c. trailer used with a vehicle described in A.8.a. or A.8.b. above.
 - 9. Any **insured** using a vehicle without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted. However, this exclusion does not apply to a **family member** using **your covered auto**.
 - 10. a. **Bodily injury or property damage** for which any **insured**:
 - (1) is an insured under a nuclear energy liability policy; or
 - (2) would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
 - b. A nuclear energy liability policy is a policy issued by any of the following or their successors:
 - (1) Nuclear Energy Liability Insurance Association;
 - (2) Mutual Atomic Energy Liability Underwriters; or
 - (3) Nuclear Insurance Association of Canada.
 - 11. **Bodily injury** to you or any **family member**.
 - 12. **Bodily injury or property damage** arising out of the use of **your covered auto** while leased or rented to others. However, this exclusion does not apply to the operation of **your covered auto** by you or a **family member**.
 - 13. **Bodily injury or property damage** arising out of a criminal act or omission of the **insured**. This exclusion applies regardless of whether that **insured** is actually charged with, or convicted of, a crime. However, this exclusion (13.) does not apply to traffic violations.
- B. We do not provide Liability Coverage for the ownership, maintenance or use of:
- 1. a. Any vehicle which:
 - (1) has fewer than four wheels;
 - (2) is designed mainly for use off public roads; or
 - (3) is a vehicle not licensed for use on public roads.

- b. This exclusion does not apply:
 - (1) while such vehicle is being used by an **insured** in a medical emergency; or
 - (2) to any **trailer**.
- 2. Any vehicle, other than **your covered auto**, which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.
- 3. a. Any vehicle, other than **your covered auto**, which is:
 - (1) owned by any **family member** or other person who resides with you; or
 - (2) furnished or available for the regular use of any **family member** or other person who resides with you.
 - b. However, this exclusion (**B.3.**) does not apply to you while you are maintaining or **occupying** any vehicle which is:
 - (1) owned by a **family member** or other person who resides with you; or
 - (2) furnished or available for the regular use of a **family member** or other person who resides with you.
- 4. Any vehicle while it is:
 - a. operating on a surface designed or used for racing, except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.

LIMIT OF LIABILITY

A. If the Declarations indicates "per person"/"per accident" coverage applies:

The limit of liability as shown in the Declarations for "each person" for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care and loss of services (including loss of consortium and wrongful death), arising out of **bodily injury** sustained by any one person in any one auto accident.

Subject to this limit for "each person," the limit of liability shown in the Declarations for "each accident" for Bodily Injury Liability is our maximum limit of liability for all damages for **bodily injury** resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all **property damage** resulting from any one accident.

This is the most we will pay regardless of the number of:

- 1. **Insureds**;
- 2. Claims made;
- 3. Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the auto accident.

B. If the Declarations indicate **Combined Single Limit** applies, Paragraph **A.** above is replaced by the following:

The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:

- 1. **Insureds**;
- 2. Claims made;

3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

We will apply the limit of liability to provide any separate **minimum limits** required by law for **bodily injury** and **property damage** liability.

However, this provision will not change our total limit of liability.

- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part B or Part C of this policy.
- D. A vehicle and attached **trailer** are considered one vehicle. Therefore the limits of liability will not be increased for an accident involving a vehicle which has an attached **trailer**.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which **your covered auto** is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
 1. A financial responsibility or similar law specifying limits of liability for **bodily injury** or **property damage** higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum limits and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required. The **insured** must reimburse us if we make a payment that we would not have made if this policy was not certified as proof of financial responsibility.

OTHER INSURANCE

If there is other applicable liability insurance available any insurance we provide shall be excess over any other applicable liability insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible liability insurance.

PART B — MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. We will pay **usual and customary charges** incurred for reasonable and necessary medical and funeral expenses because of **bodily injury**:
 1. Caused by accident; and
 2. Sustained by an **insured**.

We will pay only those expenses incurred for services rendered within three (3) years from the date of the accident.

We have a right to review medical expenses and services to determine if they are reasonable and necessary for the **bodily injury** sustained.
- B. "**Insured**" as used in this Part means:
 1. You or any **family member**:
 - a. while **occupying**; or
 - b. as a pedestrian or bicyclist when struck by;
a motor vehicle designed for use mainly on public roads or a trailer of any type.
 2. Any other person while **occupying your covered auto** with your express or implied permission.
The actual use must be within the scope of that permission.

3. Any other person while **occupying**, as a guest, an automobile not owned by you or a **family member**, while being operated by you or a **family member**.

C. **"Usual and customary charges"** as used in this Part mean:

Any amount which we determine represents a customary charge for services in the geographic area in which the service is rendered. To determine whether a charge is customary, we may consider outside sources of information of our choice, including, but not limited to:

1. Licensed, certified or registered health care professionals;
2. Medical examinations;
3. Medical file reviews;
4. Medical bill review services; or
5. Computerized data bases.

The **insured** shall not be responsible for payment of any reduction applied by us. If a medical provider disputes an amount paid by us, we will be responsible for resolving such disputes.

EXCLUSIONS

We do not provide Medical Payments Coverage for any **insured** for **bodily injury**:

1. Sustained while **occupying** any motorized vehicle having fewer than four wheels.
2. Sustained while **occupying your covered auto** when it is being used as a public or livery conveyance. This exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while **occupying** any vehicle while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an **insured's business**.
4. Sustained while **occupying** any vehicle located for use as a residence or premises.
5. Occurring during the course of employment if workers compensation benefits are required or available for the **bodily injury**.
6. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.
7. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. owned by any **family member** or other person who resides with you; or
 - b. furnished or available for the regular use of any **family member** or other person who resides with you.

However, this exclusion (7.) does not apply to you.

8. Sustained while **occupying** a vehicle without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted. However this exclusion does not apply to a **family member** using **your covered auto**.
9. Sustained while **occupying** a vehicle when it is being used in the **business** of an **insured**. This exclusion (9.) does not apply to **bodily injury** sustained while **occupying** a:
 - a. private passenger auto;
 - b. pickup, van or motorhome that you own; or
 - c. **trailer** used with a vehicle described in a. or b. above.
10. Caused by or as a consequence of:
 - a. discharge of a nuclear weapon (even if accidental);
 - b. war (declared or undeclared);
 - c. civil war;

- d. insurrection; or
 - e. rebellion or revolution.
11. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
- a. nuclear reaction;
 - b. radiation; or
 - c. radioactive contamination.
12. Sustained while **occupying** any vehicle while it is:
- a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.
13. Caused by the actual, alleged or threatened presence, growth, proliferation or spread of **fungi** or bacteria.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
- 1. Insureds;
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Declarations; or
 - 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part C of this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance available any insurance we provide shall be excess over any other applicable auto medical payments insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible auto medical payments insurance.

PART C — UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of:
- 1. **Bodily injury** sustained by that **insured** and caused by an accident; and
 - 2. **Property damage** caused by accident if the Declarations indicate that both Bodily Injury and Property Damage Uninsured Motorists Coverage applies.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **uninsured motor vehicle**.

With respect to coverage under Section 2. of the definition of **uninsured motor vehicle**, we will pay under this coverage only if 1. or 2. below applies:

- 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or

2. A tentative settlement has been made between an **insured** and the insurer of the **uninsured motor vehicle** and we:
 - a. have been given prompt written notice of such tentative settlement; and
 - b. advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

Any judgment for damages arising out of suit brought without our written consent is not binding on us.

B. "Insured" as used in this Part means:

1. You or any **family member**.
2. Any Rated Driver shown on the Declarations other than you or a **family member**.
3. Any other person **occupying your covered auto** with your express or implied permission. The actual use must be within the scope of that permission.
4. Any person entitled to recover damages because of **bodily injury** to which this coverage applies sustained by a person described in **B.1., B.2. or B.3.** above.

C. "Property damage" as used in this Part means physical injury to or destruction of:

1. **Your covered auto.**
2. Any property owned by a person listed in **B.1., B.2. or B.3.** of the definition of an **insured** while contained in **your covered auto.**

D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy applies at the time of the accident.
2. For which the sum of the limits of liability available for payment to an **insured** under all policies, bonds and securities applicable at the time of the accident:
 - a. is less than the limit of liability for this coverage; or
 - b. has been reduced by payment to persons other than the **insured** to an amount which is less than the limit of liability for this coverage.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in **bodily injury or property damage** without hitting:
 - a. you, any **family member** or any other rated driver shown on the Declarations;
 - b. a vehicle which you, any **family member** or any other rated driver shown on the Declarations are **occupying**; or
 - c. **your covered auto.**

If there is no physical contact with the hit-and-run vehicle the facts of the accident must be proven by clear and convincing evidence. We will only accept competent evidence other than evidence provided by an occupant of:

- a. **your covered auto**, if **your covered auto** is involved in the accident.
- b. the vehicle you, any **family member** or any other rated driver shown on the Declarations are **occupying**, if you, any **family member** or any other rated driver shown on the Declarations are **occupying** a vehicle other than **your covered auto** at the time of the accident.
4. To which a liability bond or policy applies at the time of the accident, but the bonding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent.

However, "**uninsured motor vehicle**" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you, any **family member** or any other rated driver shown on the Declarations.
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.

3. Designed mainly for use off public roads while not on public roads.
4. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for **bodily injury** or **property damage** sustained:
1. By an **insured** while **occupying**, or when struck by, any motor vehicle owned by that **insured** which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. By any **family member** while **occupying**, or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorists Coverage for **bodily injury** or **property damage** sustained by any **insured**:
1. If that **insured** or the legal representative settles the **bodily injury** claim without our consent. This exclusion (B.1) does not apply to a settlement made with the insurer of a vehicle described in Section 2. of **uninsured motor vehicle**.
 2. While **occupying your covered auto** when it is being used as a public or livery conveyance. This exclusion (B.2.) does not apply to a share-the-expense car pool.
 3. While using any vehicle while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an **insured's business**.
 4. While using a vehicle without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted. However, this exclusion does not apply to you, any **family member** or any other rated driver shown on the Declarations using **your covered auto**.
 5. While **occupying** or operating an owned motorcycle or moped.
 6. For the first \$200 of the amount of **property damage** to the property of each **insured** as the result of any one accident. This exclusion (B.6.) does not apply if:
 - a. we insure **your covered auto** for both Collision Coverage and Uninsured Motorists Property Damage Coverage; and
 - b. the operator of the **uninsured motor vehicle** is positively identified and is solely at fault.
 7. If the property is contained in or struck by a motor vehicle (other than **your covered auto**) owned by you, any **family member** or any other rated driver shown on the Declarations.
 8. While using any vehicle while it is:
 - a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.
- C. This coverage shall not apply directly or indirectly to benefit:
1. Any insurer or self-insurer under any of the following or similar law:
 - a. workers compensation law; or
 - b. disability benefits law.
 2. Any insurer of property.
- D. We do not provide Uninsured Motorists Coverage for **punitive or exemplary damages**.
- E. We do not provide Uninsured Motorists Coverage for loss to **your covered auto**, any **non-owned auto** or **trailer** for **diminution in value**.

LIMIT OF LIABILITY

- A. The limit of **bodily injury** liability shown in the Declarations for "each person" for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care and loss of services (including loss of consortium and wrongful death), arising out of **bodily injury** sustained by any one person in any one auto accident.

Subject to this limit for "each person", the limit of liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any one auto accident.

The limit of Property Damage liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage is our maximum limit of liability for all **property damage** resulting from any one accident.

This is the most we will pay regardless of the number of:

1. **Insureds;**
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. If the Declarations indicate Combined Single Limit Coverage applies to Uninsured Motorists Coverage, paragraph (A.) above is replaced by the following:

The limit of liability shown in the Declarations for Uninsured Motorists Coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:

1. **Insureds;**
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the auto accident.
- C. The limit of liability shall be reduced by all sums:
1. Paid because of the **bodily injury** or **property damage** by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of the policy; and
 2. Paid or payable because of the **bodily injury** under any of the following or similar law:
 - a. workers compensation law; or
 - b. disability benefits law.
- D. No payment will be made for loss paid or payable to the **insured** under Part D of the policy.
- E. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.
- F. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- G. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers compensation law; or
 2. Disability benefits or occupational disease laws.
- H. A vehicle and attached **trailer** are considered one vehicle. Therefore the limits of liability will not be increased for an accident involving a vehicle which has an attached **trailer**.

OTHER INSURANCE

- A. If there is other applicable insurance available under one or more policies or provisions of coverage, any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any one policy or provision of coverage.

B. Subject to Paragraph A., with respect to **bodily injury to an **insured**:**

1. While not **occupying** a vehicle, only the policy or provision, under which the injured person is an **insured**, that provides the highest limit of liability of uninsured motorists coverage, will apply. No other policies or provisions of coverage with lesser limits of liability will apply. If two or more policies or provisions of coverage provide the highest limit of liability, they will share the loss equally.
2. While **occupying** a vehicle owned by that **insured**, only the uninsured motorists coverage applicable to that vehicle will apply, and no other policies or provisions of coverage will apply.
3. While **occupying** a vehicle not owned by that **insured**, the following will be the priorities of recovery:

FIRST PRIORITY The uninsured motorists coverage applicable to the vehicle the **insured** was **occupying** at the time of the accident.

SECOND PRIORITY If the first priority is exhausted, only the policy or provision, applicable to a vehicle under which the **insured** is a named insured, that provides the highest limit of liability of uninsured motorists coverage.

THIRD PRIORITY If the first and second priorities are exhausted, only the policy or provision, applicable to a vehicle under which the **insured** is other than a named insured, that provides the highest limit of liability of uninsured motorists coverage.

If two or more policies or provisions of coverage in the second or third priority provide the highest limit of liability, they will equally share the loss applicable to that priority. No policies or provisions of coverage with lesser limits of liability will apply to the second or third priority.

ARBITRATION IN THE EVENT OF OUR CONSENT TO A FULL LIMITS SETTLEMENT OFFER FROM A LIABLE PARTY

The following provision applies with respect to arbitration proceedings that are subject to the requirements of the Tennessee Uninsured Motorists Coverage statute regarding a full limits settlement offer from a liable party:

A. If a tentative settlement is made between an **insured and the insurer, owner or operator of the **uninsured motor vehicle** for the full limits of all liability policies or bonds available to the party on whose behalf the tentative settlement is made, and:**

1. We receive written notice from the **insured**, sent certified mail return receipt requested or by some other method with written verification, of the **insured's**:
 - a. Intent to accept the offer thereby releasing the party on whose behalf the offer is made; and
 - b. Agreement to submit the uninsured motorists claim to binding arbitration;
2. We receive written notice from the insurer of the **uninsured motor vehicle**, sent certified mail return receipt requested or by some other method with written verification, of the offer, and such insurer:
 - a. Provides verification of coverage upon request; and
 - b. Confirms to us that the owner or operator of the **uninsured motor vehicle** agrees to cooperate in connection with the arbitration of the uninsured motorists claim; and
3. We consent to the tentative settlement in writing, sent certified mail return receipt requested or by some other method with written verification; within 30 days from receipt of both notices described in Paragraphs 1. and 2. above, thereby waiving our right to recover payment from the owner or operator of an **uninsured motor vehicle** in exchange for their written agreement to cooperate in connection with the arbitration;

then all issues of tort liability and damages arising out of the ownership, maintenance or use of the **uninsured motor vehicle** shall be arbitrated. However, if the settlement does not release all parties alleged to be liable to the **insured**, arbitration of the uninsured motorist claim shall not be conducted until all such parties have been fully and finally disposed by settlement, final judgment or otherwise.

Disputes concerning coverage under this Part may not be arbitrated and shall be decided by a court of competent jurisdiction.

- B. An arbitrator shall be selected by agreement of the parties. If they cannot agree on an arbitrator, either party may request a judge of a court of record in the county in which the arbitration is pending to designate three potential arbitrators. The parties shall then agree upon one of the three arbitrators so designated.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Rules of law as to procedure and evidence applicable to the state courts where the arbitration is being conducted will apply.
- D. Expenses will be paid as follows:
1. Except for the arbitrator's fee, each party will pay for the expenses it incurs.
 2. If the arbitrator's award is:
 - a. Less than or equal to the total amount collected by the **insured** by way of settlements or judgments plus the amount of any settlement offer made by us at least 15 days prior to the arbitration, the **insured** will pay the arbitrator's fee.
 - b. Greater than the total amount collected by the **insured** by way of settlements or judgments plus the amount of any settlement offer made by us at least 15 days prior to the arbitration, we will pay the arbitrator's fee.
- E. Any decision made by the arbitrator will be binding.

ARBITRATION OF OTHER DISPUTES BETWEEN AN INSURED AND US

The following provisions apply with respect to arbitration proceedings that are NOT subject to the requirements of the Tennessee Uninsured Motorists Coverage statute regarding a full limits settlement offer from a liable party:

- A. If we and an **insured** do not agree:
1. Whether that **insured** is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that **insured**;
- from the owner or operator of an **uninsured motor vehicle**, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.
- Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B. Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
1. Whether the **insured** is legally entitled to recover damages; and
 2. The amount of damages. This applies only if the amount does not exceed the **minimum limit** for liability specified by the financial responsibility law of Tennessee. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

ADDITIONAL DUTY

A person seeking Uninsured Motorists Coverage under Section 2. of the definition of **uninsured motor vehicle** must also promptly notify us in writing of a tentative settlement between the **insured** and the insurer of the **uninsured motor vehicle** and allow us 30 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such **uninsured motor vehicle**.

PART D — COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

A. We will pay for direct and accidental loss to **your covered auto** or any **non-owned auto**, including its equipment, any child safety seat in use in **your covered auto** or **non-owned auto**, minus any applicable deductible shown in the Declarations. We will pay for loss to **your covered auto** caused by:

1. Other than **collision** only if the Declarations indicate that Comprehensive Coverage is provided for that auto.
2. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a **non-owned auto**, we will provide the broadest coverage applicable to any vehicle shown in the Declarations.

B. “**Collision**” means the upset of **your covered auto** or a **non-owned auto** or its impact with another vehicle or object.

“**Comprehensive**” means loss, other than **collision**, to **your covered auto** or a **non-owned auto**. Losses caused by the following are not **collision** losses but are **comprehensive** losses:

Loss caused by missiles or falling objects; fire; theft or larceny; explosion or earthquake; windstorm; hail, water or flood; malicious mischief or vandalism; riot or civil commotion; contact with a bird or animal; or breakage of glass.

If breakage of glass is caused by a **collision**, you may elect to have it considered a loss caused by **collision**.

C. 1. “**Non-owned auto**” means:

- a. Any private passenger auto, pickup, van (other than a cargo van) or **trailer** with a Gross Vehicle Weight Rating of 12,000 pounds or less or any cargo van or moving van with a Gross Vehicle Weight Rating of 18,000 pounds or less not owned by or furnished or available for the regular use of you or any **family member** while in the custody of or being operated by you or any **family member**; or
- b. Any auto or **trailer** you do not own while used as a temporary substitute for **your covered auto** which is out of normal use because of its:
 - (1) breakdown;
 - (2) repair;
 - (3) servicing;
 - (4) loss; or
 - (5) destruction.

2. “**Non-owned auto**” does not include any vehicle which has been operated or rented by or in the possession of you or any **family member** for 30 or more consecutive days. This does not apply to a temporary substitute vehicle authorized by us.

D. “**Camper body**” means a body equipped as sleeping or living quarters which is designed to be mounted on a pickup.

DEDUCTIBLE

Unless stated otherwise, the applicable deductible shown in the Declarations shall be applied to each accidental loss covered under this Part of the policy. However,

1. If loss to more than one of **your covered autos** or a **non-owned auto** results from the same loss, only the highest applicable deductible will apply;
2. In the event of a **collision** with another vehicle insured by:
 - a. a Safeco insurance company; or
 - b. another Liberty Mutual Agency Corporation company;no deductible will apply.

This does not include a vehicle described as **your covered auto** or a **non-owned auto**.

3. No deductible will apply to **your covered auto** or a **non-owned auto** if the loss to **your covered auto** or a **non-owned auto** results from the same event as a loss covered under your Safeco Homeowners, Condominium or Renters policy and we issue a payment under your Homeowners, Condominium or Renters policy for the loss.

TRANSPORTATION EXPENSES

A. Subject to the limitations described in paragraphs B. and C., below, we will pay:

1. Temporary transportation expenses incurred by you in the event of the total theft of **your covered auto** or a **non-owned auto**. We will pay for such expenses only if the Declarations indicate that Comprehensive Coverage is provided for that auto. We will pay only expenses incurred during the period:
 - a. beginning 48 hours after the theft; and
 - b. ending when **your covered auto** or the **non-owned auto** is returned to use or we pay for its loss.
2. Indirect loss expenses for which you become legally responsible in the event of a loss to a **non-owned auto**. We will pay only expenses beginning when the **non-owned auto** is withdrawn from use for more than 24 hours. We will pay for indirect loss expenses if the loss is caused by:
 - a. a **comprehensive** loss only if the Declarations indicate that Comprehensive Coverage is provided for any **your covered auto**.
 - b. **collision** only if the Declarations indicate that Collision Coverage is provided for any **your covered auto**.

B. For the expenses described in paragraphs A.1. and A.2. we will pay the greater of the following, without application of a deductible:

1. Up to \$20 per day, to a maximum of \$600; or
2. The limit for Loss of Use, if any, shown in the Declarations.

C. Our payment for the expenses described in paragraphs A.1. and A.2. will be limited to that period of time reasonably required to repair or replace the **your covered auto** or the **non-owned auto**.

EXCLUSIONS

We will not pay for:

1. Loss to **your covered auto** or any **non-owned auto** which occurs while it is being used as a public or livery conveyance. This exclusion (1.) does not apply to a share-the-expense car pool.
2. Loss to **your covered auto** or any **non-owned auto** while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an **insured's business**.
3. Damage or loss due and confined to:
 - a. wear and tear;
 - b. freezing;
 - c. mechanical or electrical breakdown or failure; or
 - d. road damage to tires.

This exclusion (3.) does not apply if the damage results from the total theft of **your covered auto** or any **non-owned auto**.

4. Damage or loss arising out of neglect. Neglect means your failure to adequately maintain **your covered auto** or **non-owned auto** after the loss.

With respect to water under Comprehensive Coverage, there is no coverage for:

- a. moisture, condensation, humidity, or vapor;
- b. water intrusion around or through panels, surfaces and seals; or
- c. water that collects in spaces or ventilation systems; or

- d. **fungi**, dry rot or bacteria;
resulting from neglect.
5. Loss due to or as a consequence of:
- a. discharge of any nuclear weapon (even if accidental);
 - b. war (declared or undeclared);
 - c. civil war;
 - d. insurrection; or
 - e. rebellion or revolution.
6. Loss from or as a consequence of the following, whether controlled or uncontrolled or however caused:
- a. nuclear reaction;
 - b. radiation; or
 - c. radioactive contamination.
7. Loss to:
- a. any electronic equipment designed for the production or reproduction of sound, pictures, audio, visual or data or that receives or transmits sound, pictures or data signals.
 - b. This exclusion (7.) does not apply to:
 - (1) equipment designed for the reproduction of sound or transmission of sound, pictures, audio, visual or data signals and accessories used with such equipment, provided:
 - (a) the electronic equipment is permanently installed by the original vehicle manufacturer or manufacturer's dealership in **your covered auto** or any **non-owned auto**; or
 - (b) the electronic equipment is:
 - i. removable from a housing unit which is permanently installed by the original vehicle manufacturer or manufacturer's dealership in the auto;
 - ii. designed to be solely operated by use of the power from the auto's electrical system; and
 - iii. in or upon **your covered auto** or any **non-owned auto**;
at the time of loss.
 - (c) any equipment installed through our Teen Safe Driver™ program.However, we will pay only up to a total of \$500 or the actual cash value of **your covered auto** or any **non-owned auto**, whichever is less, for all such equipment that is not installed by the original vehicle manufacturer or manufacturer's dealership.
 - (2) any other electronic equipment that is:
 - (a) necessary for the normal operation of the auto or the monitoring of the auto's operating systems;
 - (b) an integral part of the same unit housing any electronic equipment described in 7.a. and permanently installed by the original vehicle manufacturer or manufacturer's dealership in **your covered auto** or any **non-owned auto**.
8. Loss to:
- a. tapes, records, discs, or other media used with such equipment described in exclusion (7.); or
 - b. any other accessories, not permanently installed used with such equipment described in exclusion (7.).
9. Loss to **your covered auto** or any **non-owned auto** due to destruction or confiscation by governmental or civil authorities because you or any **family member**:
- a. engaged in illegal activities; or

- b. failed to comply with Environmental Protection Agency or Department of Transportation standards.

This exclusion (9.) does not apply to the interests of Loss Payees in **your covered auto**.

- 10. Loss to a **camper body**, motorhome or **trailer** you own which is not shown in the Declarations. This exclusion (10.) does not apply to a **camper body**, motorhome or **trailer** you:

- a. acquire during the policy period; and
- b. ask us to insure within 30 days after you become the owner.

- 11. Loss to any **non-owned auto** when used by you or any **family member** without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted.

- 12. Loss to equipment, whether operational or not, whose design may be used for the detection or location of law enforcement equipment.

- 13. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in the **business of**:

- a. selling;
- b. repairing;
- c. servicing;
- d. storing; or
- e. parking;

vehicles designed for use on public highways. This includes road testing and delivery.

- 14. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in any **business** not described in exclusion 2. and 13. This exclusion (14.) does not apply to the maintenance or use by you or any **family member** of a **non-owned auto** which is a private passenger auto or **trailer**.

- 15. Loss to **your covered auto** or any **non-owned auto** while it is:

- a. operating on a surface designed or used for racing. This does not apply to an organized and controlled event that is not a speed, performance, stunt or demolition event;
- b. participating in a high performance driving or racing instruction course or school; or
- c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.

- 16. Loss to, or loss of use of, a **non-owned auto** rented by:

- a. you; or
- b. any **family member**;

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that **family member**, pursuant to the provisions of any applicable rental agreement or state law.

- 17. Loss to **your covered auto** or any **non-owned auto**, arising out of the actual, alleged or threatened presence, growth, proliferation or spread of **fungi**, dry rot or bacteria.

- 18. Loss to **your covered auto**, **non-owned auto**, or **trailer**, for **diminution in value**.

- 19. Loss in excess of \$500 per claim or the actual cash value of **your covered auto** or any **non-owned auto**, whichever is less, for any furnishings or equipment that were not installed by the original vehicle manufacturer or manufacturer's dealership which mechanically or structurally changes your vehicle and results in increase in performance or change in appearance, including but not limited to:

- a. custom murals, paintings or other decals or graphics;
- b. custom wheels, tachometers, pressure and temperature gauges;

- c. modified or custom engines and fuel systems, light bars, racing slicks and/or oversized tires, roll bars and liftkits, winches, utility boxes, and tool boxes; or
- d. non-standard paint.

This exclusion does not apply to equipment installed to make a vehicle handicap accessible.

- 20. Loss arising out of the use of **your covered auto** while leased or rented to others.
- 21. Loss to **your covered auto** or a **non-owned auto** caused by an intentional act by you or a **family member**, or at the direction of you or a **family member**.

LIMIT OF LIABILITY

A. At our option, our limit of liability for loss will be the lowest of:

- 1. The actual cash value of the stolen or damaged property;
- 2.
 - a. The amount necessary to repair or replace the property;
 - b. Determination of the cost of repair or replacement will be based upon one of the following:
 - (1) the cost of repair or replacement agreed upon by you and us;
 - (2) a competitive bid approved by us; or
 - (3) an estimate written based upon the prevailing competitive price. You agree with us that we may include in the estimate parts furnished by the original vehicle manufacturer or parts from other sources including non-original equipment manufacturers. The prevailing competitive price means prices charged by a majority of the repair market in the area where the vehicle is to be repaired as determined by us; or
- 3. The limit of liability shown in the Declarations.

However, the most we will pay for loss to any **non-owned auto**, which is a **trailer**, is \$1,500.

B. An adjustment for depreciation and physical condition may be made based upon the physical condition and wear and tear of the property or damaged part of the property at the time of the loss. This adjustment for physical condition includes but is not limited to, broken, cracked or missing parts, rust, dents, scrapes, gouges and paint condition. When replacing parts normally subject to repair or replacement during the useful life of the vehicle, we will not pay for the amount of any betterment.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

- 1. You; or
- 2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a **non-owned auto** shall be excess over any other collectible source of recovery including, but not limited to:

- 1. Any coverage provided by the owner of the **non-owned auto**;
- 2. Any other applicable physical damage insurance;
- 3. Any other source of recovery applicable to the loss.

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

PART E — DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless if the failure to comply with the following duties is prejudicial to us.

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require:
 - a. to physical examinations by physicians we select. We will pay for these exams.
 - b. to examination under oath and subscribe the same. We may examine any **insured** separately and apart from the presence of any other **insured**.
 4. Authorize us to obtain:
 - a. medical reports; and
 - b. other pertinent records.
 5. Submit a proof of loss, under oath if requested, when required by us.
- C. A person seeking Uninsured Motorists Coverage must also:
1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.
 2. Promptly send us copies of the legal papers if a suit is brought.
- D. A person seeking Coverage for Damage to Your Auto must also:
1. Take reasonable steps after loss to protect **your covered auto** or any **non-owned auto** and its equipment from further loss. We will pay reasonable expenses incurred to do this.
 2. Promptly notify the police if **your covered auto** or any **non-owned auto** is stolen.
 3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F — GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur:
1. During the policy period as shown in the Declarations; and
 2. Within the policy territory.

- B. The policy period is the period stated in the Declarations. The policy may be renewed for successive policy periods if the required premium is paid and accepted by us on or before the expiration of the current policy period. The premium will be computed at our then current rate for coverage then offered.
- C. The policy territory is:
1. The United States of America, its territories or possessions;
 2. Puerto Rico; or
 3. Canada.

This policy also applies to loss to, or accidents involving, **your covered auto** while being transported between their ports.

BANKRUPTCY

Bankruptcy or insolvency of the **insured** shall not relieve us of any obligations under this policy.

CHANGES

- A. This policy, your Declarations page and endorsements issued by us to this policy contain all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. The premium for your policy is based on information we have received from you or other sources. You agree to cooperate with us in determining if this information is correct and complete and you will notify us if it changes. If this information is incorrect, incomplete, or changes, we will adjust your premium during the policy term or take other appropriate action based upon the corrected, completed or changed information. Changes during the policy term that will result in a premium increase or decrease during the policy term include, but are not limited to, changes in:
1. The number, type or use classification of insured vehicles.
 2. Operators using insured vehicles including newly licensed **family member** drivers and any household members that have licenses.
 3. The location where your vehicle is principally garaged.
 4. Customized equipment or parts.

You also agree to disclose all licensed drivers residing in your household.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.

- D. Additional or return premium of \$3.00 or less resulting from policy changes will be waived.

PAYMENT OF PREMIUM

If your initial premium payment is by check, draft or any remittance other than cash, coverage under this policy is conditioned upon the check, draft or remittance being honored upon presentment to the bank or other financial institution. If the check, draft or remittance is not honored upon presentment, this policy may, at our option, be deemed void from its inception. This means that we will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment.

FRAUD

This policy was issued in reliance upon the information provided on your application. We may void this policy if you or an **insured** have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, at the time application was made or any time during the policy period.

We may void this policy or deny coverage for an accident or loss if you or an **insured** have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

We may void this policy or deny coverage for fraud or material misrepresentation even after the occurrence of an accident or loss. This means we will not be liable for any claims or damages which would otherwise be covered. If we make a payment, we may request that you reimburse us. If so requested, you must reimburse us for any payments we may have already made.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
 - 1. We agree in writing that the **insured** has a legal obligation to pay damages; or
 - 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the legal liability of an **insured**.

OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another person, entity or organization we shall be subrogated to that right. That person shall:
 - 1. Do whatever is necessary to enable us to exercise our rights; and
 - 2. Do nothing after loss to prejudice them.However, our rights in this paragraph (A.) do not apply under Part D, against any person using **your covered auto** with your express or implied permission or other person having lawful possession and is not using a vehicle beyond the scope of the permission granted.
- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 - 1. Hold in trust for us the proceeds of the recovery; and
 - 2. Reimburse us to the extent of our payment.
- C. We shall be entitled to recovery under Paragraphs A. and B. only after the person has been fully compensated for damages.
- D. Our rights do not apply under paragraph A. with respect to coverage under Section 2. of the definition of **uninsured motor vehicle** for Uninsured Motorists Coverage if we:
 - 1. Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **uninsured motor vehicle**; and
 - 2. Fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification:

- 1. That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- 2. We also have a right to recover the advanced payments.

TERMINATION

- A. **Cancellation.** This policy may be canceled during the policy period as follows:
 - 1. The named insured shown in the Declarations may cancel by:
 - a. returning this policy to us; or
 - b. giving us advance written or verbal notice of the date cancellation is to take effect. We may waive the requirement the notice be in writing by confirming the date and time of cancellation to you in writing.

2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
- a. at least 10 days notice:
 - (1) if cancellation is for nonpayment of premium; or
 - (2) if notice is mailed during the first 60 days this policy is in effect and this is not a renewal policy; or
 - b. at least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal policy, we will cancel only:
- a. for nonpayment of premium; or
 - b. for fraud or material misrepresentation concerning the policy or **insureds**; or
 - c. if your driver's license or that of:
 - (1) any driver who lives with you; or
 - (2) any driver who customarily uses **your covered auto**;has been suspended or revoked during the policy period.

B. Nonrenewal. If we decide not to renew this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period.

C. Automatic Termination. If we offer to renew and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal premium when due shall mean that you have not accepted our offer.

Coverage for **your covered auto** shall automatically terminate on the effective date of any other motor vehicle insurance policy covering that vehicle.

D. Other Termination Provisions.

1. If the law in effect in your state at the time this policy is issued or renewed:
 - a. requires a longer notice period;
 - b. requires a special form of or procedure for giving notice; or
 - c. modifies any of the stated termination reasons;we will comply with those requirements.
2. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
3. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
4. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A.** Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
1. The surviving spouse, civil partner or **domestic partner** if resident in the same household at the time of death. Coverage applies to the spouse, civil partner or **domestic partner** as if a named insured shown in the Declarations; and
 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.
- B.** Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTOS INSURED; TWO OR MORE AUTO POLICIES

If this policy insures two or more autos or if any other auto insurance policy issued to you by us applies to the same accident, the maximum limit of our liability shall not exceed the highest limit applicable to any one auto. In no event shall the limit of liability of two or more motor vehicles or two or more policies be added together, combined, or stacked to determine the limit of insurance coverage available to you or any insured.

LOSS PAYABLE CLAUSE

As to the interest of the loss payee, this policy will remain in effect from the inception date and until ten days after proof of mailing that the cancellation notice has been mailed to the loss payee. When we pay the loss payee we shall, to the extent of payment, have the loss payee's rights of recovery.

STORAGE COSTS

If you give us your consent, we may move the damaged property, at our expense, to reduce storage costs during the claims process. If you do not give us your consent, we will pay only the storage costs which would have resulted if we had moved the damaged property.

NAMED DRIVER EXCLUSION

If there is an excluded driver under this policy, then we will not provide coverage for any claim arising from an accident or loss involving a motor vehicle being operated by that excluded person. This includes any claim for damages made against you or any **family member** or any other person or organization that is vicariously liable for an accident arising out of the operation of a motor vehicle by the excluded driver.

ADDITIONAL COVERAGES

AGREEMENT: WE WILL PROVIDE THE INSURANCE DESCRIBED IN EACH OF THE FOLLOWING ADDITIONAL COVERAGES ONLY IF INDICATED IN THE DECLARATIONS.

ROADSIDE ASSISTANCE COVERAGE CALL 1-877-ROAD-101 (1-877-762-3101)

"Your covered auto" as used in this endorsement means a private passenger vehicle, motor home or trailer owned by you and for which a specific premium is shown on the Declarations for this coverage.

The following coverages apply to each vehicle for which this coverage is shown on the Policy Declarations:

1. Each time **your covered auto** or any **non-owned auto** is disabled due to mechanical or electrical breakdown we will pay reasonable and necessary expenses for the use of an **authorized service provider** to tow or flatbed **your covered auto** or **non-owned auto** up to 15 miles or to the nearest qualified place where necessary repairs can be made during regular **business** hours.
2. Each time **your covered auto** or any **non-owned auto** is disabled requiring:
 - a. Towing to dislodge the vehicle from its place of disablement within 100 feet of a public street or highway; or
 - b. Labor, including change of tire, at the place of its breakdown; or
 - c. Delivery of fuel, oil, water or other fluids (we do not pay the costs of these items); or
 - d. Key lock-out services;we will cover up to one (1) hour of labor for the use of an **authorized service provider** for service at the place of disablement.
3. For policies with a 6 month policy term, coverage is limited to no more than two occurrences per vehicle plus an additional two occurrences per policy in a 6 month policy period for both coverages 1. and 2., above.
4. For policies with an annual policy term, coverage is limited to no more than four occurrences per vehicle plus an additional four occurrences per policy in a 12 month policy period for both coverages 1. and 2. above.

Authorized service provider means a service provider contracted by us providing, at no charge to you, roadside assistance as described and limited above.

When service is provided by other than an **authorized service provider**, we will reimburse you only for reasonable charges as determined by us.

No deductible applies to this coverage.

LOSS OF USE COVERAGE

The provisions and exclusions that apply to Part D — Coverage for Damage to Your Auto also apply to this coverage except as changed below:

When there is a loss to any vehicle described in the Declarations for which a specific premium charge indicates that Loss of Use Coverage is afforded, we will reimburse you for expenses you incur to rent a substitute vehicle.

This coverage applies only if:

1. The vehicle is withdrawn from use for more than 24 hours;
2. The loss is caused by **collision**, or is covered by the Comprehensive Coverage of this policy; and
3. The loss exceeds the appropriate **collision** or **comprehensive** deductible applying to the vehicle.

However, this coverage does not apply to losses caused by **collision** if Collision Coverage does not apply to the vehicle.

Our payment will be limited to that period of time reasonably required to repair or replace the vehicle. We will pay up to the amount per day and the maximum shown for Loss of Use in the Declarations.

No deductible applies to this coverage.

FULL SAFETY GLASS COVERAGE

We will pay under Comprehensive Coverage for the cost of repairing or replacing damaged **safety equipment** on **your covered auto** without a deductible. We will pay only if:

1. The Declarations indicates that Comprehensive Coverage applies; and
2. A specific premium charge for Full Safety Glass Coverage is shown in the Declarations for **your covered auto**.

“Safety equipment”, as used in this coverage means the:

1. Glass used in the windshield, doors and windows of **your covered auto**; and
2. Glass, plastic or other material used in the lights of **your covered auto**.



This policy has been signed by our President and Secretary.



Timothy M. Sweeney
President



Dexter Legg
Vice President and Secretary

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